REQUEST FOR PROPOSAL

Issued by:

MCDFC MCDFC DEPARTMENT OF FAMILY CARE A Managed Care Organization

For:

Senior Management Services for The MCDFC Department of Family Care

RFP - 001-06232015-KEB

Proposals must be submitted no later than 4:00 PM CST August 24, 2015

LATE PROPOSALS WILL BE REJECTED Faxed and E-mailed Proposals NOT ACCEPTED

TENTATIVE TIMETABLE

RFP Released June 24, 2015

Proposer's Conference July 7, 2015

Milwaukee County Department of Family Care

Milwaukee County Courthouse 901 North 9th Street, Room 307-A

Milwaukee, WI 53233

Deadline for Submission of Written Questions July 14, 2015

Deadline for Notice of Intent to Apply

July 14, 2015

Response to Proposer's Written Questions July 21, 2015

Deadline for Submission of ProposalsAugust 24, 2015

RFP Submission Location

Milwaukee County Courthouse

County Clerk's Office

Room 105

901 N. 9th Street

Milwaukee, WI 53233

Proposals Sent to Evaluation Committee August 25, 2015

Receipt of Evaluation Materials Deadline September 8, 2015

Letter of Intent to Award September 11, 2015

Contract Start Date January 1, 2016

RFP Administrator

Keith Broadnax
Milwaukee County Department of Family Care

Milwaukee County Courthouse

901 North 9th Street, Room 307-A

Milwaukee, WI 53233

Phone: 414.287.7410

Keith.broadnax@milwaukeecountywi.gov

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PART I - INTRODUCTION

1.0 Purpose of the Request for Proposal

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for a contract with the MCDFC Department of Family Care (MCDFC) – Managed Care Organization (MCO).

MCDFC desires to establish a long term business relationship with the successful proposer to perform Senior Management Services generally associated with services performed by a Chief Financial Officer (CFO), a Chief Clinical Officer (CCO), a Chief Operating Officer (COO); Fiscal and Data Informatics Specialist; Director of Care management; Data Systems Analyst and a Director of Development; as well as other specialized staff as more particularly described in the RFP document.

1.1 Family Care Program

The Family Care program was authorized by the Wisconsin Legislature in 1998. The program serves people (members) with physical disabilities, intellectual and/or developmental disabilities and frail elders. Family Care increases access to community-based care among the elderly, and people with disabilities. It provides for cost effective service delivery through MCOs and it ensures an exceptionally high quality of care and improved consumer outcomes.

Components

The Family Care Program has two major organizational components:

- a. The Aging and Disability Resource Centers (ADRCs), designed to be a single entry point where older people and people with disabilities and their families can obtain information and advice on a wide range of resources available to them in their local communities; and
- **b.** Managed Care Organizations (MCOs), which manage and deliver the new Family Care benefit, which combines funding and services from a variety of existing programs into one flexible long-term care benefit, tailored to each individual's needs, circumstances and preferences.

Objectives

The Family Care program has four main objectives:

- **a.** To give "members" better choices regarding where they live and the types and nature of services and supports they receive to meet their needs;
- **b.** To improve their access to appropriate and needed services; and
- **c.** To improve quality thorough a focus on health and social outcomes and the creation of a cost effective system for the future.

1.2 MCDFC

MCDFC has operated as a MCO under a contract with the State of Wisconsin Department of Health Services for the administration of the Family Care benefit since 2000. During the past fifteen (15)

years, MCDFC has successfully provided the services in the Family Care Benefit to approximately 21,700 member-enrollees. MCDFC currently provides for the Family Care benefit in the following eight counties located in Southeastern Wisconsin: Kenosha, Milwaukee, Ozaukee, Racine, Sheboygan, Walworth, Washington and Waukesha.

The MCDFC Department of Family Care is committed to working together with members, families, advocates, friends and others in a spirit that:

- **a.** Promotes respect and dignity;
- **b.** Supports choices of our members;
- **c.** Informs members about the benefits of their choices;
- **d.** Promotes member participation;
- e. Uses cost-effective methods and
- f. Works within government policies and regulations.

Values

MCDFC respects the dignity and personal autonomy of each Member by honoring choice and promoting the Member's continued participation in the life of their community; by providing a continuum of high quality cost-effective long-term care services to Members and by supporting their families and caregivers.

Our values guide the development of our mission and work with our members. We will always put the best interest of our members at the center of decision making. MCDFC values:

- **a.** Care that embraces the whole person. We are committed to providing quality care for body, mind and spirit and to preserving quality of life for our members;
- **b.** Dignity and personal choices for each member are respected;
- **c.** Collaborative teamwork that includes the members, their families, identified support systems and organizations and other interested persons identified by the member;
- **d.** Justice which means all members must receive fair treatment, free from discrimination;
- e. Stewardship which expresses our concern for the careful use of our resources;
- **f.** Quality to strive to provide the best care for our members; and
- g. Cultural Competence and diversity; we honor the cultural values of our members.

The successful applicant will share in the philosophy, vision and values of the MCO. It is with this direction and vision that the MCO is seeking proposals for Senior Management Services.

1.3 RFP Administrator

The RFP Administrator is

Keith Broadnax

MCDFC Department of Family Care

MCDFC Courthouse, Room 307 – A

901 North 9th Street

Milwaukee, WI 53203

Phone: 414.287.7410

Email: keith.broadnax@milwaukeecountywi.gov

PART II – STANDARD TERMS AND CONDITIONS

Applicant agrees to comply with the following terms, conditions, regulations, requirements, policies and procedures for the entire duration of any contract that may be awarded by MCDFC pursuant to the RFP document.

2.0 Audit Requirements

Contractor is responsible for complying with the following audit requirements:

a. Contractor shall submit to County, on or before June 30, 2016, or such later date that is mutually acceptable to Contactor and County, two (2) original copies of a certified financial and compliance audit report for calendar year 2015 performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin statutes, Section 46.036 (4) (c). Contractor's audit report will comply with the following conditionals and requirements:

Non-profit Contractors who received aggregate federal financial assistance of \$500,000 or more, either directly or indirectly, for Calendar year 2014, shall submit to County two (2) copies of a certified audit report for Calendar year 2014 performed in accordance with the Office of Management and Budget (OMB) Circular A-133, <u>Audits of States, Local Governments and Non-profit Organizations</u>. The certified audit report submitted by Contractor shall be conducted in conformance with the State of Wisconsin Department of Health and Family Services <u>Provider Agency Audit Guide</u>; the provisions of <u>Government Auditing Standards (GAS)</u> most recent revision published by the Comptroller General of the United States; and <u>Generally Accepted Auditing Standards (GAAS</u>) adopted by the American Institute of Certified Public Accountants (AICPA). Contractor shall submit to County a statement acknowledging that Contractor receives aggregate federal funding of \$500,000 or more for calendar year 2010.

For-profit Contractors who received \$25,000 or more of financial assistance, either directly or indirectly; and, non-profit Contractors who received \$25,000 or more of financial assistance but less than \$500,000 of aggregate federal financial assistance, either directly or indirectly; for Calendar year 2010, shall submit to County, two (2) copies of a certified audit report for Calendar year 2010 conducted in accordance with the State of Wisconsin Department of Health and Family Services *Provider Agency Audit Guide*; the provisions of *Government Auditing Standards* (GAS) most recent revision published by the Comptroller General of the United States; and *Generally Accepted Auditing Standards (GAAS*) adopted by the American Institute of Certified Public Accountants (AICPA). Contractor shall submit to County a statement acknowledging that Contractor does not receive aggregate federal funding of \$500,000 or more for calendar year 2010.

b. Financial Statements

Regardless of status or format, all CPA audits and reports referenced above shall contain the following Financial Statements and Auditor's Reports for the entire organization:

- 1. Comparative Balance Sheet for Total Agency;
- 2. Statement of operations for Total Agency;
- 3. Statement of changes in Financial Position or Statement of Cash Flows for the entire organization;

- **4.** Supplementary schedules of revenues and expenses identified by funding sources for each program or service referenced in Exhibit I, including non-federal matching share, if required, and client contributions; and
- **5.** Notes to financial statements, including units of service, if applicable, provided by contract (if not disclosed on the face of the financial statements), and disclosure of related party transactions, if any, and the source of the non-federal matching share, if such matching share is required.

c. Auditor's Report

- **1.** Report on the financial position, results of operations, and changes in the Financial Position or Statement of Cash Flows for the entire organization;
- 2. Report on compliance, including compliance with applicable laws and regulations, and any subsequent revisions, and compliance with material financial terms and conditions of this Contract, including Allowable Costs;
- **3.** Report on Evaluation of Internal Accounting Controls. A copy of any management letter or equivalent document issued in conjunction with the audit shall be provided to County;
- **4.** Findings of non-compliance;
- **5.** Schedule of questioned costs and the potential amount of repayment prior to offsetting any unrelated items;
- 6. Schedule of Federal and State awards; and
- **7.** A report on the status of action(s) taken on prior audit findings.

d. Regulatory Standards

The following is a summary of the general laws; rules and regulations with which the auditor should be familiar in order to satisfactorily complete the audit.

- 1. GAO Standards for Audit of Governmental Organizations, Programs, Activities and Functions (as revised);
- 2. AICPA, Generally Accepted Auditing Standards;
- OMB Circular A-133, Audits of States, Local Governments, and Non- Profit Organizations;
- 4. OMB Circular A-133, Compliance Supplement Provisional;
- 5. OMB Circular A-122, Cost Principles for Nonprofit Organizations;
- 6. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments. §46.036 WI Stats., Purchase of Care and Services;

- 7. State of Wisconsin, State Single Audit Guidelines, Standards and Procedures, current edition; and appendix F Compliance Supplement State Financial Assistance Programs.
- 8. Wisconsin Department of Health and Family Services, Provider Agency Audit Guide current revision.
- 9. Wisconsin Department of Administration, Single Audit Guidelines current revision.
- e. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share his/her work papers with County, including the Department of Family Care and the Department of Audit, or their designees; and with representatives of Federal and State funding agencies, including the Wisconsin Department of Health Services and/or its Center for Delivery Systems Development.
- contractor and County mutually agree that the MCDFC Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports, or financial statements and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews.
- contractor agrees that county is entitled to repayment of amounts identified as a result of the audits required audits required under this section, and acknowledges that failure to repay such amounts may result in legal action, as determined by MCDFC Corporation Counsel. County shall charge interest on outstanding repayments as set forth in *S.46.09* (4) (h) MCDFC General Ordinances.
- **h.** Contractor's reporting on a fiscal year other than a calendar year shall be considered in compliance with audit requirements upon submittal of the following:
 - **1.** Filing of contractor's fiscal year audit, meeting the audit requirements in *Section* 2.0, sub-sections b and c.
 - 2. Schedules of revenues and expenses identified by funding source for each program or activity referenced in Exhibit I of the Contract. The schedules shall be reviewed and compiled by Contractor's auditor(s) with all information required in *Section 2.0, sub-sections b and c* for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before June 30, 2014, or such later date that is mutually acceptable to Contractor and County.
- i. Contractor agrees to submit to County plans for correcting weaknesses identified in Contractor's audit.
- j. Contractor agrees to cooperate with MCDFC in the implementation of County's Audit Fraud hotline by posting notices to be provided by County in areas where all employees associated with this Contract will have access to the notices for the duration of this Contract.

- **k.** Contractor shall maintain records for audit purposes for a period of at least five (5) years following contract termination. Records shall be maintained beyond the minimum requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.
- **l.** Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their sub recipients.
- **m.** Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due contractor from County and ineligibility for future contracts with County until such time as these requirements are met.
- n. Contractor, and all subcontractors, shall comply with the Business Associate Privacy Provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) including provisions contained in Schedule K.

2.1 Code of Ethics

Proposers shall strictly adhere to Chapter 9 of the MCDFC Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2) (k): "No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2) (k) shall be included in all Requests for Proposals and bid documents."

2.2 Wavier of Irregularities, Errors and Omissions

All information in this RFP, including any addenda, has been developed from the best available sources; however, MCDFC makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. MCDFC reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. MCDFC may waive any requirements that are not material. MCDFC may make an award under the RFP in whole or in part and change any scheduled dates. MCDFC reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. MCDFC reserves the right to make changes to and/or withdraw this RFP at any time.

2.3 Proposal Acceptance, Rejection, Cancellation or Withdrawal

Each proposal is submitted with the understanding that it is subject to negotiation at the option of MCDFC. However, MCDFC reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

MCDFC reserves the right to negotiate with the proposer(s) within the scope of the RFP in the best interests of MCDFC. MCDFC may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. MCDFC may use information obtained through site visits, management interviews and the county's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to the county's request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by MCDFC of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

MCDFC reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of MCDFC. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of MCDFC.

2.4 Acceptance of Proposal Content

The applicant who receives this award will be obligated to meet all requirements mandated within this RFP. Mandated requirements include RFP narratives which read, "Shall", "must," "must ensure," "is responsible for ensuring" and any other statement, phrase or words which designates a specific action or expected responsibility.

2.5 Minimum Wage Rate

This RFP, acquisition and any resulting agreement must conform to Chapter 111 of the Milwaukee County Code of General Ordinance — Minimum Wage. See Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision (Attachment K).

2.6 Disadvantaged Business Enterprise (DBE) Requirements

This project has a Disadvantaged Business Enterprise (DBE) goal of 25%. To be considered for this project, you must submit a *Subcontractor/Supplier Information Sheet* (DBE-02) with your Proposal. Additionally, the award of this Contract is conditioned upon your good faith efforts in achieving this project's DBE goal, and you must document those efforts by submitting with your Proposal one of the following:

a. A signed and notarized *Commitment to Contract with DBE* (DBE-14) form(s)*, evidencing your proposed participation plan to meet or exceed the DBE goal; or

A completed Certificate of Good Faith Efforts (DBE-01) form* and all relevant documentation, including a signed and notarized Commitment to Contract with DBE (DBE-14) form for each DBE documenting the participation achieved toward satisfying the goal.

The Commitment to Contract with DBE (DBE-14) DBE-14 form(s) must identify

- **a.** The DBE firm(s) by name and address.
- **b.** The scope(s) of work and/or service(s) to be provided.
- **c.** The dollar amount(s) of such work, and
- **d.** The percentage of the DBE goal to be met.

Community Business Development Partners (CBDP) is entitled to reject your proposal for failing to identify this information for each DBE. During the Contract, the successful Applicant will use the County's online reporting system to document DBE participation. The *Disadvantaged Business Enterprise* (DBE) Utilization Specifications and forms to be used are included with the RFP.

A necessary step in the good faith efforts process is contacting CBDP at 414-278-4851 or cbdpcompliance@milwaukeecountywi.gov for assistance in identifying DBEs and understanding the County's DBE Program procedures. The official directory of eligible DBE firms can be accessed through either of the following links:

- a. http://roadwaystandards.dot.wi.gov/hcci/ or
- b. https://mke.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=mke&XID=7914

See DBE Attachments:

- Certificate of Good Faith Efforts (DBE-01);
- DBE Participation Recommendation / Waiver Request (DBE -12); and
- Commitment to Contract With DBE (DBE-14)

PART III – GENERAL PROPOSAL REQUIREMENTS

3.0 Available Funds

MCDFC desires to establish a long term business relationship with a contract partner that recognizes and shares the MCO's role as a responsible steward of public funds.

3.1 Contract Terms and Length

The contract shall be between the Milwaukee County Department of Family Care Managed Care Organization, known as "MCDFC" and the successful applicant known as the "Contractor".

The ensuing contract will be quality and outcome based and will be for an initial term of one year with up to four, one-year renewals subject to satisfactory vendor performance and funding availability.

Contract renewal is contingent upon the appropriation of funding through MCDFC's annual budget process and provided necessary funding from the State of Wisconsin is not reduced or withheld causing and/or necessitating MCDFC to cease operation. Termination of any resulting contract due to lack of appropriation shall be without penalty. All Proposer's are placed on notice that all MCDFC contracts are contingent upon Federal, State and local appropriations.

3.2 Issuing Agency

The RFP is issued by the MCDFC Department of Family Care (MCDFC), a Managed Care Organization. MCDFC is the sole point of contact during the entire duration of the RFP process.

3.3 Reasonable Accommodations

The MCDFC will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you believe, you qualify and are in need of an accommodation please contact: keith.broadnax@milwaukeecountywi.gov.

3.4 Incurring Costs

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date provided in the *Tentative Timetable (RFP page 1)*. Proposers are expected to perform planning and implementation activities prior to commencement of any contract that may be awarded. MCDFC is not liable for any cost incurred by applicants in responding to this RFP.

PART IV – TECHNICAL ASSISTANCE AND NOTICE INFORMATION

4.0 Technical Assistance

Technical assistance regarding the application guidelines is available on request. Written or telephone requests for technical assistance on the application guidelines should be addressed to the RFP Administrator (Section 1.3). Telephone requests will be responded to in writing. Collect calls will not be accepted.

Proposers are expected to raise any questions, exceptions, or additions they may have concerning the RFP Document and/or its Attachments at this point in the RFP process. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the RFP, the Proposer should immediately notify the RFP Administrator (Section 1.3) and request modification or clarification.

Notice of Intent to Apply

Applicants are requested, but not required, to submit a **Notice of Intent to Apply (Attachment A)** to MCDFC by August 3, 2015. MCDFC will send written clarifications and supplemental information regarding the RFP, if any, only to those parties who have submitted a timely Notice of Intent to Apply. The Notice of Intent to Apply should be submitted to:

Keith Broadnax, RFP Administrator MCDFC, Room 307A 901 North 9th Street Milwaukee, WI 53203

4.1 Written Questions

Proposers may submit written questions regarding the RFP requirements. MCDFC will supply written answers to all questions that are submitted by the due date for the submission of written questions. Questions concerning this RFP and RFP process shall be submitted by email or by U.S. Postal Mail, postage prepaid, on or before July 14, 2015, 4:00 PM CST to: keith.broadnax@milwaukeecountywi.gov.

Applicants are expected to raise any questions, exceptions or additions they may have concerning the RFP Document at this point in the RFP process. Questions presented subsequent to the "Due Date for Submission of Written Questions" may, at the sole discretion of the RFP Administrator, be rejected

If an applicant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFP. When applicable, questions concerning the RFP Document must cite the relevant Section, sub-section and page number.

4.2 RFP Addenda

The Department reserves the right to modify the RFP prior to the proposal due date by issuing written addenda. All written addenda to the RFP will become part of the final contract. Answers to written questions and any addenda and or clarification to the RFP will be sent only to prospective applicants who submit a Notice of Intent to Apply by the due date or submit a written request for the information to: Keith Broadnax, RFP Administrator, MCDFC, Milwaukee County Courthouse, Room 307 – A, Milwaukee, WI 53233. Phone: 414.287.7410 Email: keith.broadnaxd@milwaukeecountywi.gov.

4.3 Proposer Conference

All applicants must attend the Proposer's Conference and are encouraged to submit a Notice of Intent to Apply to the RFP Administrator prior to July 14, 1015, the date of the Proposers' Conference.

4.4 Proposal Disqualification

a. Late Proposals

Proposals that are received after the deadline date and time shall be automatically disqualified.

b. Non-responsive Proposals

Proposals that are not responsive or that fail to comply with mandatory requirements of the RFP shall be deemed non-responsive and shall be disqualified. Non-responsive proposals shall include, but not be limited to, those that fail to address or meet any mandatory item, and those submitted in insufficient number or in an incorrect format.

c. Contact

In the event a Proposer attempts to contact, orally or in writing, any employee or representative of MCDFC MCO or MCDFC other than the RFP Administrator (Section 1.3) on any matter related to the Request for Proposal may, at the sole discretion of the RFP Administrator, be disqualified

PART V – PROPOSAL FORMAT AND SUBMISSION

5.0 General Instructions

Failure to follow the instructions for formatting, submitting and/ or respond to any single Proposal Requirement as set forth in the RFP document, or indicate why the section is not appropriate for your organization may, in the sole discretion of MCDFC be considered unresponsive.

Supplemental and clarifying information will not be accepted from a vendor after the deadline, for the submission of Proposal Responses, unless requested by MCDFC.

Each section should be clearly identified and contain all of the information necessary to meet the minimum information required without reference to any other part of the proposal. While the applicant should provide enough information to fully respond to each section, proposals should be concise as possible and should not contain sales brochures or other printed media marketing information.

5.1 Proposal Submission

Proposals must be date and time stamped by the Milwaukee County Clerk's Office on or before the date and time, the proposal is due. The mailing address of the Clerk's Office is: Milwaukee County Courthouse, County Clerk's Office - Room 105, 901 N. 9th Street, Milwaukee, WI 53233

Proposals date and time stamped in another office will be rejected. Receipt of a proposal by the U.S. Postal Service or any other mail system does not constitute receipt of the proposal by the soliciting office. Please note that if hand delivering a proposal you must allow adequate time for travel, parking and security screening.

5.2 Proposal Format

- a. All proposals shall consist of two submissions, a Technical Proposal and a Cost Proposal and each proposal must be submitted in separate, envelopes and marked as requested below.
- **b.** Each proposal must be typed on white paper, in a 12-point font, single spaced and bound.

5.3 Technical Proposal

Submit one (1) original and five (5) copies of your Technical Proposal. Please ensure that your Technical Proposal does not include references to costs, fees and or prices.

a. To ensure confidentiality of the document the Technical Proposal must be packaged and sealed. The following identification information must appear on the outside of the package:

MCDFC REQUEST FOR PROPOSAL PROPOSAL SUBMITTED BY: (NAME OF ORGANIZATION) TECHNICAL PROPOSAL FOR MCDFC SENIOR MANAGEMENT SERVICES DATED:

b. Technical Proposals Contents

Proposer's Responses to *Section VI – Mandatory Proposal Requirements*. Each section should be clearly identified and contain all of the information necessary to meet the minimum information required without reference to any other part of the proposal. While the applicant should provide enough information to fully respond to each section, proposals should be concise as possible and should not contain sales brochures or other printed media marketing information.

Failure to respond completely to any section, to provide requested information, or to indicate why the section is not appropriate for your organization will result in the reviewers being unable to give appropriate credit for this section during the evaluation process and

c. Forms

- Cover Sheet for Technical Proposal (Attachment B)
- Vendor Information Sheet (Attachment C)
- Insurance and Indemnity Acknowledgement Form (Attachment D)
- Conflict of Interest Stipulation (Attachment E)
- Notarized Statement of Proposer (Attachment F)
- EEOC Compliance (Attachment G)
- Certification Regarding Debarment and Suspension (Attachment H)
- Proprietary Information Disclosure Form (Attachment I)
- Proposer's References (Attachment J)
- Declaration of Commitment to Compliance with MCDFC's Minimum Wage Provision (Attachment K)

5.4 Cost Proposal

Submit one (1) original and one (1) copy of your price proposal.

a. To ensure confidentiality of the document the Cost Proposal must be packaged and sealed. The following identification information must appear on the outside of the package:

MCDFC REQUEST FOR PROPOSAL PROPOSAL SUBMITTED BY: (NAME OF ORGANIZATION) COST PROPOSAL FOR MCDFC SENIOR MANAGEMENT SERVICES DATED:

b. Cost Proposals Contents

Using the attached *Cost Proposal Form (Attachment L)* please detail your proposed pricing and indicate all costs to be charged to MCDFC MCO for the implementation and ongoing services for a 12 month period for the identified services to be provided. You may attach additional pages if necessary.

The price proposal must be based upon full staffing as described in the RFP as well as pricing adjustments proposed while positions are vacant. Any contract resulting from this RFP will include pro-ration for any period during which less than full staffing is provided.

Itemization of any additional fees not included in staffing costs, including startup costs. If no additional fees are to be charged, please so state.

The price proposal must reflect all fees and costs associated with the provision of the requested services and all related service requirements required herein. Any and all work performed and/or associated fees and costs not identified in your price proposal, and determined by MCDFC to be outside the scope of the services described herein, will be

subject to negotiations and may require County approvals separate from this Request for Proposal and any resulting contract.

c. Forms

- Cover Sheet for Price Proposal (Attachment L)
- Price Proposal Submission Form (Attachment M)
- Disadvantaged Business Enterprise Forms (Attachment N)

5.5 Proposal Table of Contents

The table of contents should include a clear and complete identification of the materials submitted by sections, attachments and page numbers in sufficient detail to facilitate easy reference.

5.6 Narrative

All narrative explanations requested in the RFP document should be prepared and inserted following the Attachments. Please ensure that your technical proposal does not include references to costs, fees or prices.

PART VI – SPECIFIC PROPOSAL REQUIREMENTS

While the applicant should provide enough information to fully respond to each section, proposals should be concise as possible and should not contain sales brochures or other printed media marketing information.

A - ORGANIZATIONAL

- **6.0** Please provide the following background information regarding your Organization:
 - **a.** Provide a brief description of your organization;
 - **b**. Explain the description of management services as you are using it in this proposal.
 - **c.** Describe your organization including its size, office(s) locations and type (headquarters, regional, etc.).
 - **d.** Number of years in business.
 - **e.** Total number of entity clients (i.e., firms for whom you provide services).
 - **f.** Total number and description of firms for whom management services are provided.
 - g. A list of clients served through Government programs, the services provided to the client, and the % of your business supplied to that entity.
 - **h.** Identify any management services including personnel that your organization is currently providing to any other MCDFC agency. Include services provided as a subcontractor.

- i. Identify any management services including personnel that your organization is currently providing to any other MCO. Include services provided under as a subcontractor.
- Provide a summary of past and present experiences providing similar services by your Organization. Include the number of years' experience providing Senior Management services.
- k. Please indicate whether or not, in the past five years, your agency (organization) has been the subject of a civil or criminal action conducted by an applicable regulatory agency (Federal, State or local) including any taxing authority, or consumer protection agency, which resulted in a fine, forfeiture or disciplinary action. If resolved please identify the nature of the resolution.
- **n.** Describe how your firm's provision of senior management services are aligned with MCDFC's values as outlined in Section 1.1 of the RFP.

6.1 Experience and Implementation Plan

The following questions contain two parts. For each of the topics listed below please state your organization's experience and accomplishments in regard to each topic and explain how these demonstrate your ability to implement this proposal.

- a. Long Term Care Support Programs;
- **b**. Managed Care Health Programs;
- d. Senior Management Services;
- e. Gathering, analyzing and determining best business practices for the various program operations. Include the type of program involved, the type of individuals being mentored and the types of issues and concepts for which Best Practices were required;
- **f.** Monitoring and evaluating the activities of the MCO fiscal operations, quality management and business practices based on established criteria, formally and informally; and
- g. How will conflicts and potential conflicts of interest be addressed, if they are the result of the applicant's provision of services to another government program?

6.2 Organizational Composition

Identify the organizational structure of the Provider and describe how this structure will support the positions sought. Describe the Provider's experience in recruitment, selection and supervision of professional staff and how that experience demonstrates the Provider's ability to staff and maintain high quality personnel in these critical positions.

6.3 Staff and Staff Qualifications

The Senior Management team for the MCO requires trained and experienced professionals capable of assuming responsibility for the assigned duties of a Managed Care Organization

responsible for providing services to more than 8,300 members with an anticipated operating budget in excess of \$300,000,000.00 in 2016. Provider should identify abilities, based upon past experience to provide oversight for skilled and experienced professional staff.

a. Staff Positions

The Management Services personnel sought in this RFP will be comprised of seven (7) full time positions including.

- 1. Chief Financial Officer
- 2. Chief Clinical Officer
- **3.** Chief Operating Officer
- **4.** Director, Fiscal Network Development
- **5**. Director, Care Management
- **6.** Fiscal and Data Informatics Specialist
- **7.** Data Systems Analyst
- **8.** Office Manager

b. Resumes

Provide resumes for staff who are performing or have performed similar functions for other clients. Resumes should exclude identifying information such as social security numbers, addresses, dates of birth and marital status.

c. Recruitment and Retention

Consistent with the stated *Purpose of the Proposal (Section 1.0)* MCDFC desires to avoid unnecessary changes in staff during the term of the contract. Responses to each of the following questions should take into account the following RFP and subsequent Contract Requirements:

- 1. Staff engaged to fill the positions described in the RFP document cannot be hired or replaced without the prior written approval of MCDFC; and
- 2. Recruitment and replacement of staff personnel shall be the responsibility of the Provider subject to approval by the MCDFC Director.

Therefore applicants should describe in detail:

- 1. Your experience in recruitment processes including staff retention.
- 2. Your experience in retention success with respect to the initial placement of staff pursuant to other similar contracts
- **3.** Your ability to successfully recruit for vacant positions.
- **4.** Recruitment and replacement processes and anticipated timeline for action steps in the event of a vacancy.
- 5. The process that will be used to accommodate staff turnover and unforeseen staff absences

6. How the applicant will monitor changes that affect availability of staff assigned to this engagement and strategies to inform MCDFC of anticipated changes.

d. Supervision

Personnel described in Section 6.3.3 above shall be a part of the senior management team and report directly to the Director of MCDFC on a day-to- day basis. Describe how Provider will coordinate with and accommodate the needs of the Director to assure all personnel and human resources policies and procedures support the day-to-day direction of personnel by the Director.

6.4 Educational Requirements

- a. Chief Financial Officer (CFO) must possess, at a minimum, a Bachelor's Degree in Accounting or Finance (MBA preferred), and be licensed as a U.S. Certified Public Accountant (CPA).
- **b**. Chief Clinical Officer must possess a Degree in Health Care, Social Work, Human Services related field and possess expertise in Long Term Care as well as Medical Services.
- c. Chief Operating Officer must possess a Degree in Health Care Administration, Social Work, Public Administration or Human Services related field and possess expertise in Long Term Care as well as Medical Services.
- d. Director of Care Management Officer must possess a Degree in Health Care
 Administration, Social Work, Public Administration or Human Services related field and
 possess expertise in Family Care, PACE or Partnership
- e. Fiscal and Data Informatics Specialist must possess a Bachelor's Degree in Accounting, Finance, Mathematics, or Business Administration required with a minimum of 7 years of experience in data analytics. Must have knowledge of statistics and experience using statistical packages for analyzing large datasets (Excel, SPSS, SAS etc.)

6.5 Position Duties

A partial list of duties and responsibilities associated with each of the foregoing positions is set forth below. The listings are inclusive but not exhaustive.

6.6 Chief Financial Officer (CFO)

The Chief Financial Officer (CFO) is responsible for working in collaboration with department staff to provide financial leadership to the successful operation of the MCO – with an anticipated operating budget of approximately 300,000,000.00 in fiscal year 2016. The CFO will be responsible for all of the duties included but not limited to those which are set forth below and elsewhere in the RFP documents. The CFO will report directly to the MCDFC-MCO Director.

- **a.** Develop the necessary financial services infrastructure to support the MCO operations and strategic plan.
- **b.** Provide oversight and management of financial operations including supervision of fiscal staff.

- **c.** Assist MCO Director in the integration of the financial services with operations to support the strategic plan.
- **d.** Communicate to key decision-makers appropriate information, issues, concerns that are of significant fiscal impact to the MCO to include a financial summary of results.
- e. Coordinate the preparation of MCO budgets, financial statements and County/State reports to meet the requirements of the State of Wisconsin Health and Community Supports Contract.
- **f.** Develop and collaborate on financial business systems to improve operational effectiveness and performance.
- **g.** Review and analyze ongoing performance of MCO providing recommendations to MCO Director that will optimize financial performance.
- **h.** Insure that MCO meets all compliance, financial and solvency requirements of the State of Wisconsin Health and community Supports Contract.
- i Provide ongoing monitoring and evaluation of the effectiveness of the MCO business systems, functions, and activities, including automated business systems. When warranted make appropriate recommendations for modifications to management.
- **j.** Work cooperatively with the State of Wisconsin, MCDFC, MCO Governing Board, County Executive, County Board of Supervisors and MCO Director.
- **k.** Work with State of Wisconsin Department of Health Services Bureau of Managed Care and 7 other MCOs throughout Wisconsin to enhance and improve the Family Care program.
- **I.** Provide strategic guidance and financial oversight to the MCDFC-MCO.
- **m.** Participate in the MCO's Oversight Committees.
- **n.** Function as key member of leadership team of the MCO.

6.7 Chief Clinical Officer (CCO)

The Chief Clinical Officer (CCO) is responsible for taking a leadership role in the development and monitoring of the quality work plan and other quality initiatives of the MCO. The CCO will be responsible for all of the duties included but not limited to those which are set forth below and elsewhere in the RFP documents. The CCO will report directly to the MCDFC-MCO Director.

- a. Oversee a broad array of clinical services performed by MCO administration, as well as care management units (CMUs).
- **b.** Maintain quality and clinical oversight relative to the Care Management teams.
- **c.** Direct the MCO Quality Improvement/Quality Assurance Program and participate in MCO Oversight committees.

- **d.** Oversee and monitor the MCO Quality Management Division.
- **e.** Develop and monitor compliance with the recommendations of the External Quality Review Monitor and the MCO Quality Management Division.
- **f.** Develop, coordinate and monitor training for members of Interdisciplinary Care Management Teams.
- g. Oversee and monitor appeals, grievances and critical incidences
- i. Establish and maintain collaborative CMU relations.
- j. Oversee and Coordinate all interactions with the External Quality Review Organization and Advocacy and Protections Systems agencies.
- **k.** Coordinate and monitor Self Directed Supports.
- I. Serve as lead contact/liaison Behavioral Health and Developmental Disabilities staff.
- **m.** Function as key member of leadership team of the MCO.
- **n.** Perform other duties as assigned.

6.8 Chief Operating Officer (COO)

The Chief Operation Officer (COO) is responsible for taking a leadership role in the day-to-day operations of the program and to develop operational policies and procedures for effective ongoing operations. The COO will be responsible for all of the duties, including but not limited to the duties, which are set forth below and elsewhere in the RFP. The COO will report directly to the MCDFC-MCO Director.

- **a.** Oversee a broad array of operational activities performed by MCO administration, as well as care management units (CMUs).
- **b.** Maintain operational oversight relative to the Care Management teams
- **c.** Evaluate the functional effectiveness of current systems and processes in coordination with other functional areas, including Fiscal Services and Provider Relations/Contracts team.
- **d.** Participate in ongoing development of operational systems to address maximize efficiencies and effectiveness through proactive collaboration with MCO staff and external agencies.
- **e.** Work with external agencies such as the Aging and Disability Resource Centers, other MCOs and the Department of Health Services to resolve systems issues affecting the MCDFC MCO.

- **f.** In conjunction with the CFO and MCO senior management, monitor MCO operations to ensure adherence to Family Care Contract requirements.
- g. In conjunction with the CFO and MCO senior management oversee and monitor the MCO's adherence to its strategic plan and initiatives, and assess service utilization and member access.
- h. Coordinate with Fiscal Services, IT and care management units to ensure changes in protocol, processes and/or procedures are implemented with appropriate communication and systems testing.
- i. Participate in the MCO's Oversight Committees.
- **j.** Function as key member of leadership team of the MCO
- **k.** Oversee Member Services and monitors the eligibility and enrollment process;
- **I.** Perform other duties as assigned.

6.9 Director of Fiscal Network Development

The Director of Fiscal Network development is responsible for design, development, testing, implementation, maintenance, and analysis of systems for the organization and organization clients. The Director of Fiscal Network Development will be responsible for all of the duties, including but not limited to the duties, which are set forth below and elsewhere in the RFP.

- **a.** Consult with administration, department managers, and external representatives to exchange information, present new approaches and propose solutions to accomplish the organization's business objectives and strategy.
- **b.** Assist staff with understanding and implementing business or technical concepts within their tasks.
- **c.** Assures consistent look and feel of existing applications and new features.
- **d.** Keeps track of development progress and reports back to CFO and MCO Director.
- **e.** Assists in gathering and developing specification documentation.
- f. Communicates status and issues, always providing suggested solutions with issues.
- g. Develops specifications based on analysis of needs.
- **h.** Monitors industry for new tools and techniques that can better the applications in serving fiscal needs.
- i. Develop Ad Hoc reports as needed.
- j. User training and presentations.

6.10 Fiscal Data Analysts

Under the direction of the Fiscal and Data Informatics Specialist, the Data Systems Analysts will be responsible for reviewing, analyzing, transforming and extracting data for use from the State's LTC data warehouse to meet the business needs of the organization by optimizing the revenue cycle, identifying causal relationships that impact the organization and assisting with improved business intelligence tools for the field. The **Fiscal Data Analysts** will be responsible for all of the duties, including but not limited to the duties, which are set forth below and elsewhere in the RFP.

- **a.** Responsible for importing, cleaning, transforming, validating or modeling data with the purpose of understanding or making conclusions from the data for decision making purposes.
- **b.** Presentation of data in charts, graphs, tables, designing and developing relational databases for collecting data and it also includes building or designing data input or data collection screens.
- c. Position may have to write Data Definition Language or Data Manipulation Language SQL commands, be responsible for improving data quality and for designing or presenting conclusions gained from analyzing data using statistical tools including but not limited to Microsoft Excel, SAS, and SPSS.
- **d.** The candidate must have a strong understanding of data analysis techniques or processes and be able to demonstrate this.
- **e.** Acquire data from primary or secondary data sources and maintain databases/data systems Identify, analyze, and interpret trends or patterns in complex data sets.
- **f.** Filter and "clean" data, and review computer reports, printouts, and performance indicators to locate and correct code problems.
- **g.** Work closely with end users to determine possible solutions and provide training to end users as needed and
- **h.** Locate and define new process improvement opportunities

6.11 Fiscal and Data Informatics Specialist

Under the direction of the Chief Financial Officer, the Fiscal and Data Informatics Specialist will provide ongoing analytical and technical support to the Chief Financial Officer while supporting operations indirectly. The Fiscal and Data Informatics Specialist will also supervise the Data Systems Analysts and be responsible for the performance of the following essential duties.

- **a.** Perform quantitative analysis of MCO operations in various capacities.
- **b**. Work with CFO and CIO on the development of MIDAS for the fiscal department module.
- **c.** Ensure proper maintenance and compliance with SPC codes and encounter reporting with the Wisconsin Department of Health Services Family Care Division.
- **d.** Develop logistical mapping to ensure all financial tools and supplemental reports to financial reporting of the MCO are properly structured (via correct SPC coding/mapping).
- **e.** Responsibilities will require the position to be data intensive.
- **f.** Responsible for some policy writing concerning financial department process improvement initiatives.

- **g.** Responsible for writing fiscal module enhancements through consultation with staff, test enhancements, and work to implement the enhancements to the IT system.
- **h.** Position is responsible for improving data quality.
- **i.** The candidate must have a strong understanding of data analysis techniques or processes and be able to demonstrate this.
- **j.** Identify, analyze, and interpret trends or patterns in complex data sets.
- **k.** Work closely with end users to determine possible solutions and provide training to end users as needed.
- **I.** Locate and define new process improvement opportunities.
- **m.** Responsible for monitoring and improvement of the financial status of the organization through the Family Care reimbursement regression model.
- **n.** Development of an annual regression model replicating the model used by the Department of Health Services for Family Care reimbursement.
- Responsible for development of fiscal aspects of the Family Care Business Plan and any Requests for Proposal written by the organization, based on direction from the Chief Financial Officer.
- **p.** Other duties as assigned by the Chief Financial Officer.

6.12 Office Manager

To assist the Director and other Senior Management Staff thru processing and preparation of correspondence; supervision of clerical staff; coordination of meetings, maintaining office supplies and coordinating equipment purchases and maintenance. The Office manager will be responsible for all of the duties, including but not limited to the duties, which are set forth below and elsewhere in the RFP.

- **a.** Process all correspondence for the Director to include: tabulation of information for reports, preparation of confidential and legal communications; board reports; disciplinary actions, letters, memos, etc.
- **b.** To provide administrative staff support to the MCO Board including the taking, producing and distribution of meeting minutes; to prepare correspondence for program managers as requested.
- **c.** To coordinate and schedule appointments, staff meetings and conferences for Senior administrative staff as requested.
- **d.** To supervise all staff to include assigning work, scheduling staff, directing and monitoring workflow, hiring, disciplining, performance evaluations, etc.

- **e.** To prepare monthly mailing for committees to include: collecting information and related materials, editing for accuracy, distribution to relevant parties.
- **f.** To attend administrative staff meetings and other meetings as requested by the Assistant Director and Director.
- **g.** To insure adequate supplies and equipment are in place for all staff.

PART VII – SPECIFIC PROPOSAL REQUIREMENTS SERVICE DELIVERY

7.0 Provide a timeline of events from contract signing to full functionality. Applicant proposal is required to provide assurances that all start up activities will be completed and services shall be fully operational by January 1, 2016 to provide all required services described herein.

7.1 Complaint and Grievance Management

Define any reports or written documentation, with a brief description of data elements, to be provided to MCDFC relative to issues regarding staff performance.

7.2 Quality Assurance/Quality Improvement

Describe reports or other documentation available to MCDFC to monitor staff compliance and quality. Include a brief description of any notification procedures to the MCO in the event of staff non- compliance or quality deficiencies.

7.3 Administration Requirements

- **a.** Confirm confidentiality and data security for member and provider information in accordance with HIPAA guidelines.
- **b.** Provide subcontracting vendor profile information. Include a description of the relationship with any subcontractors and identify the responsibilities of each subcontractor. Also, indicate the DBE status of any subcontractor listed.
- **c.** List relationships and/or memberships in any professional organizations, and applicant's role in such organizations.
- **d.** Provide specific assurance that the organization does not have a record of substandard work. Disclosure of positive enforcement actions or other matters which may reflect on professional qualifications is required. Failure to include such assurances may result in the proposal being rejected.
- **e.** Provide documentation supporting your agency's Declaration of data ownership and assurances that data will not be sold or provided to any organizations outside of MCDFC.

PART VIII - PROPOSAL EVALUATION

In an effort to ensure the most efficient and economical service, MCDFC utilizes the Request for Proposal process. This process bases the contract award on the MCDFC's evaluation of work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost estimate.

8.0 Proposal Evaluation

The proposals will be reviewed initially to determine if mandatory requirements are met. Failure to meet mandatory requirements will result in rejection of the proposal. In the event that not all proposals meet one or more of the mandatory requirements, MCDFC reserves the right to continue the evaluation of the proposal. Notwithstanding a Proposal's failure to meet mandatory requirements MCDFC may choose to select the Proposal which most closely meets the RFP Requirements

8.1 Evaluation Committee

Accepted proposals will be reviewed by an Evaluation Committee and scored against the stated criteria. Proposers are prohibited from any form of contact with any member of the Evaluation Committee without an express request from MCDFC, in writing.

The Evaluation Committee shall review all applicant's experience, knowledge and ability to meet all of the program requirements and responsibilities. This information, and information from references, including those not cited in the proposal, and any oral presentation, if requested, will be used to determine the qualifications of the applicant.

8.2 Evaluation Criteria

This procurement solicitation is in the form of a Request for Proposal (RFP) and is not a Request for Bid (RFB). Therefore, the Cost Proposal is not the sole factor that will be utilized in the Contract Award process. Accepted proposals will be reviewed by an Evaluation Committee and ranked based on the stated criteria. Based on this evaluation, MCDFC may select candidates to participate in interviews and software demonstrations.

- **a.** Applicants to be interviewed will be notified by August 31, 2015.
- **b.** Applicant must be available to meet during the week of August 31, 2015.

8.3 Scoring

a. Technical Proposals will be scored using the following criteria:

PROPOSAL COMPONENT

MAXIMUM POINTS

Applicant Profile	15
Experience and Implementation Plan	25
Composition of Services and Positions Sought	15
Service Delivery Plan	10
Complaint and Grievance Management/	10
Administrative Requirements	15
Quality Assurance	10
TOTAL	100%

b. Price Proposals will be scored separately.

The evaluation committee's scoring will be tabulated and proposals ranked based on the total numerical scores, comprising the sum of both technical and cost scoring.

Following final evaluation, the Evaluation Committee will make a recommendation to the Director of the MCDFC as to whose proposal is determined to provide the best value to the Family Care Program. An award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest. MCDFC reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

PART IX - PROPOSAL AWARD

9.0 Award

Subsequent to the initial review and ranking of the proposals based on the criteria outlined in the RFP the MCDFC may request oral presentations from the highest proposer's. If oral presentations are requested, proposers will be notified of when the presentations are to take place and what information should be provided. MCDFC reserves the right to request "Best and Final" offers from any or all respondents. Best and Final Offers are a supplement to the original offer. MCDFC reserves the right to make an offer based on the original submitted proposal.

Following final evaluation, the Evaluation Committee will make a recommendation to the Director of the MCDFC as to whose proposal is determined to provide the best value to the Family Care Program. In making an award cost is but one factor to be considered, and the award is not required to be made to the lowest responsive, responsible proposer. An award shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to MCDFC, as determined in the sole opinion of the Director of the Milwaukee County Department of Family Care or his or her designee.

MCDFC reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

9.1 Protest

Unsuccessful proposers shall be notified by fax machine transmission of the pending contract award. Protest to the award must be delivered to the MCDFC Director or his or her designee within seventy-two (72) hours after receipt of notice.

Protests must be in writing and clearly state the reason for the protest. The MCDFC Director or his or her designee shall review the protest and notify the protester of a decision by fax machine transmission within five (5) days. No contract shall be awarded while a protest is pending. An untimely protest or protest that does not clearly state the reason for the protest is invalid and will not be considered.

9.2 Appeals

Protests related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapters 32 and 110. Appeal process information is available at http://www.municode.com/Library/WI/Milwaukee County.

Following completed evaluation, MCDFC will provide a Letter of Intent to Contract to the successful applicant and notify all applicants of this decision. The decision of MCDFC-MCO is final. Any applicant who believes the intent to contract is issued in violation of County Ordinance may file a Protest Protestors should make their protests as specific as possible and should identify County Ordinance provisions that are alleged to have been violated. MCDFC reserves the right to reject any and all proposals.

9.3 Contract

As outlined in Section 56.30 of the General Ordinances of MCDFC, the successful proposer shall enter into a professional service contract with MCDFC. The contract shall incorporate by reference the contractor's proposal and the County's request for proposal. If there is a variance between these documents, the latter shall be controlling, unless otherwise provided for in writing.

NOTICE OF INTENT TO APPLY

Senior Management Services RFP

Proposer:	
Proposer's Address:	
Contact Person:	
Name and Title	
Telephone:	
Signature of Authorized Representative	
Title	
 Date	

Notice of Intent to Apply must be received by 4:00 o'clock P.M on the 2nd day of July, 2015 at the following address.

MCDFC Contracts Section Milwaukee County Courthouse Room 307 A Milwaukee, WI 53233 FAX (414)287.7705

Submission of this form is not requisite to the submission of a proposal. However, any supplemental written information related to this RFP developed by the MCDFC will be provided only to those agencies and/or organizations who have filed a Notice of Intent, or who request such information.

Cover Sheet for Technical Proposal

To be submitted with Technical Proposal

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that MCDFC is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Professional Services.

Vendor's Name		
Title		
Signature		
——————————————————————————————————————		

Vendor Information Sheet

This form must be completed and submitted with bid response. It is intended to provide the County with information on the vendor's name and address and the specific persons who were responsible for preparation of the vendor's response. Each vendor must also designate a specific contact person who will be responsible for responding to the County if any clarification of the vendor's response should become necessary.

Vendor Name:		
Vendor Address:		
Phone Number:	FAX:	
E-mail:		
Vender Description Description		
Vendor Response Prepared By:		
Signature:		

Insurance and Indemnity Acknowledgement Form

Vendor must at the time of the contract award provide to the County proof of all Liability clauses listed below:

Indemnification and Hold Harmless:

The parties agree to the fullest extent permitted by law, to indemnify, defend and hold harmless, the other party and its agents, officers and employees, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the indemnifying party, or its (their) agent(s) which may arise out of or are connected with the activities covered by this Agreement. The County's liability shall be limited by Wis. Stat. Section 893.80 for general liability.

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the written consent of the indemnified party; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Insurance:

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this Contract.

It is understood and agreed that Contractor shall obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

Worker's Compensation Insurance

Workers' Compensation is required regardless of organizational structure or size. This requirement pertains to sole proprietorships, and partnerships as well as providers composed solely of independent

contractors. A waiver of subrogation endorsement in favor of MCDFC must be provided within 30 days of the execution of the contract. In addition a 30 day notice of policy cancellation is also required.

Automobile Insurance

Automobile Liability Insurance that meets the Minimum Limits as described in this Agreement is required for all agency vehicles (owned, non-owned, and/or hired). Specifically, the contractor shall have Automobile Liability Insurance, and/or Auto and Umbrella Liability that meets the minimum limits for non-owned, and/or hired automobiles.

Contractor certifies that any and all staff, independent contractors and all other staff who use personal vehicles, for any purpose related to the provision of covered services, have in effect insurance policies in companies licensed to do business in the State of Wisconsin providing protection against all liability, including public liability and property damage, arising out of the use of their automobiles during the course of their employment. In addition, all employees shall have a valid Driver's License issued in the State of Wisconsin.

Automobile Liability

- \$500,000.00 each accident
- Uninsured Motorist (set by statute)
- Bodily Injury and Property Damage; \$500,000 each accident

Commercial General and Business Owners Liability

- Bodily Injury and Property Damage
- Including Personal Injury and Fire
- \$500,000.00 each occurrence and aggregate

Umbrella/Excess Liability

• \$1,000,000.00 each occurrence and annual

Professional Liability Insurance

If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment personnel including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which MCDFC is added as an additional insured, unless not otherwise obtainable.

- \$1,000,000.00 Per Occurrence
- Certified/Licensed Mental Health and AODA Clinics and Providers
- \$3,000,000.00 Annual
 - 1. Hospital, Licensed Physician or any other qualified healthcare provider under §655 Wis. Stats Patient Compensation Fund Per Wisconsin Statutes
 - 2. Non-qualified Provider under § 655 Wis. Patient Comp. Fund
 - \$1,000,000 each occurrence
 - **\$3,000,000** annual

3. Other Licensed Professionals

■ \$1,000,000 each occurrence/aggregate

Additional Provisions

Employees of the agency who are authorized to handle program funds must be The Milwaukee County Risk Management will determine the amount and nature of the bond.

Coverage required in this Contract will be extended for two (2) years after completion of all work if coverage is written on a claims-made basis

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Except for Worker's Compensation and Employers Liability, Milwaukee County shall be named as and Additional Insured in the general and automobile liability policies as its interests may appear as respects the services provided in this agreement. A waiver of subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with an A rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

The undersigned certifies and represents an understanding of Milwaukee County's Insurance and Indemnification requirements. The undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP.

Vendor's Name		
 Title	 	
Signature		
 Date		

Conflict Of Interest Stipulation

To be submitted with Technical Proposal

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any MCDFC employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the MCDFC Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representative's vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MCDFC employee, agent or

representative or immediate family member is involved with your company in any way:

YES

NO

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME

COUNTY POSITION

BUSINESS RELATIONSHIP

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

Notarized Statement of Proposer

To be submitted with Technical Proposal

The undersigned does hereby state under penalties of perjury that:

That I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Proposer identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.
- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Dated at,,	this day of	, 20
Authorized Representative		
Name and Title		
Subscribed and sworn to before me		
This day of	-	
Notary Public,	County	
State of		
My commission expires	_	

EEOC Compliance

To be submitted with Technical Proposal

YEAR 2015 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MCDFC CONTRACTS TO BE COMPLETED AND SIGNED BY ALL APPLICANTS

In accordance with Section 56.17 of the MCDFC General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as CONTRACTOR) certifies to MCDFC as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

CONTRACTOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

CONTRACTOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

CONTRACTOR also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly

related to any contracts with MCDFC, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Audit Compliance Manager, MCDFC Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206]. CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: Contract Administrator, MCDFC Department of Family Care, MCDFC Courthouse, 901 North 9th St., Room 307A, Milwaukee, WI 53203

If a current plan, has been filed indicate where filed	and the
year covered	
CONTRACTOR will also require its lower-tier subcontractors who have 50 or more employees t	o establish
similar written affirmative action plans.	
Employees	
CONTRACTOR certifies that it has (No. of Employees)employees in the Standard Me	etropolitan
Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) a	nd (No. of
Employees)employees in total.	

Compliance

CONTRACTOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEOC regulations.

ATTACHMENT G

Dated at,	this	day of	, 20
Organization Name			
Authorized Representative (Signature)			
Title	_		
Dated			
Name – Printed or Typed			

Certification Regarding Debarment and Suspension

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature	
 Date	
Printed Name	
 Title	
 Company	

Proprietary Information Disclosure Form

To be submitted with Technical Proposal

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90 (1) (c). Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:					
Section	Page #	Topic			

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MCDFC HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MCDFC'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. MCDFC considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold MCDFC harmless for any damages arising out of the release of any materials unless they are specifically identified above.

ATTACHMENT I

Letters of Intent and RFP responses submitted by agency become the property of Milwaukee County upon submission. For agencies awarded a contract, the application material submitted is placed in an agency master file and becomes part of the contract with MCDFC. Application materials become public information and are subject to the open records law only after the procurement process is completed and the recommended award is before the Committee on Health and Human Need. For any applicant intending to contest the recommended award, their application also becomes an open record. Applications that do not result in a contract, and where award recommendations are not contested, will be discarded.

Company Name	
Company Name	
Authorized Representative	
Signature	
Name (Type or Print)	

Proposer's References

roi Proposer.					
Provide company name, address, contact person, telephone number and appropriate information on the services used for the provision of four (4) or more contracts with requirements similar to those included in this solicitation document. If the proposer is proposing any arrangement involving a third party, named references should also be provided for the third party.					
ompany Name:					
Contact Person:	Phone Number				
Company Name:					
Address & Zip Code:					
Contact Person:	Phone Number				
Services Used/Provided:					
Address & Zip Code:					
Contact Person:	Phone Number				
Services Used/Provided:					
Company Name:					
Address & Zip Code:					
Contact Person:	Phone Number				
Services Used/Provided:					

Declaration of Commitment to Compliance with Milwaukee County's Minimum Wage Provision

Bid/RFP #:	

In accordance with Chapter 111 of the Milwaukee County Code of General Ordinances, it is the policy of Milwaukee County that certain contractors, subcontractors, lessees and recipients of financial assistance doing business with the county shall pay employees performing part or full time work for the county a minimum wage rate. The current required minimum wage rate is as follows:

Effective Date	Base Wage Required (\$ per hour)
June 1, 2014	\$11.47

Milwaukee County's Minimum Wage Ordinance generally applies to employers with more than 20 employees that entered into one of the following types of contracts or agreements as of June 1, 2014:

- Service Contracts under Chapter 32 of the Milwaukee County Code of General Ordinances
- Certain Personal Care/Supportive Home Care Services provided by agencies that contract exclusively with Milwaukee County
- Concession Contracts
- Lease Agreements
- Economic Development Financial Assistance Agreements

Exemptions to the policy are listed in section 111.03(2), Milwaukee County Ordinances.

In order to be considered responsive to the Bid/RFP, you must submit this form.

The undersigned hereby agrees to the following:

- To pay all workers employed by the Contractor in the performance of this contract, whether on a full time or part time basis, a base wage of not less than the minimum wage rate as determined annually by Milwaukee County.
- New rates that go into effect (annually on the last business day of February) will be adhered to promptly.
- To provide the Milwaukee County Office of the Comptroller-Audit Services Division a Declaration of Compliance and supporting payroll data every three (3) months during the contract term and within 10 days following the completion of the contract.
- To procure and submit a like Declaration and supporting payroll data from every subcontractor employed by the contractor.

□ I believe that I am exempt from Chapter 111 for the following reasons:				
Please attach documentation to substantiate your claim of an exemption. Milwaukee County will review the documentation you provide; if your exemption is not substantiated, your proposal/bid will be deemed unresponsive, and will be removed from further consideration.				
I declare under penalty of perjury that the forgoing is true and correct. I have read and understand Chapter 111 of the Milwaukee County Ordinances. I have executed this Declaration on(date).				
Company Name:				
Authorized Signature:				
Printed Name:				

Cover Sheet for Pricing Proposal

To be submitted with Price Proposal

In submitting and signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade or competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other vendor, competitor, or potential competitor; that this proposal has not knowingly been disclosed prior to the opening of the proposals to any other vendor or competitor; that the above statement is accurate under penalty of perjury.

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that Milwaukee County is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Professional Services.

Proposer's Name	
Title	
Signature	
 Date	

ATTACHMENT M

Price Proposal Submission Form